



## United States Department of State

Bureau of Oceans and International  
Environmental and Scientific Affairs

Washington, D.C. 20520

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FROM: <u>Shaunta Rodney</u>	
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MESSAGE:

**United States Department of State***Bureau of Oceans and International  
Environmental and Scientific Affairs**Washington, D.C. 20520*

August 15, 1997

MEMORANDUM

TO: DOE - Mr. Barry Fountos

FROM: OES/RPI - Jonathan A. Margolis *JAM*

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude Proposed Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Tourism of the Kingdom of Spain on Cooperation in Research on Radiological Evaluations

Attached is a copy of the memorandum granting Circular 175 authority for the Department of Energy to negotiate and sign the subject Memorandum of Understanding.

It is requested that the signed original and one copy, or two certified true copies, of the MOU be sent to this office for forwarding to the Office of Treaty Affairs.

Please address the requested material as follows:

Shauntia Rodney  
OES/RPI, Room 7821  
Department of State  
Washington, D.C. 20520

Attachment  
As Stated



# United States Department of State

*Bureau of Oceans and International  
Environmental and Scientific Affairs*

*Washington, D.C. 20520*

AUG 13 1997

UNCLASSIFIED

TO: OES - Rafe Pomerance, Acting

FROM: OES/RPI - Jonathan A. Margolis, Acting

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude Proposed Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Tourism of the Kingdom of Spain on Cooperation in Research on Radiological Evaluations

## ISSUE FOR DECISION

Whether to grant Circular 175 authority to negotiate and conclude proposed implementing arrangement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Tourism of the Kingdom of Spain on Cooperation in Research on Radiological Evaluations.

## DESCRIPTION OF THE ARRANGEMENT

Purpose: To continue collaboration in the study of the health and environmental effects of the accidental release of fissionable materials in Palomares, Spain in 1966.

### Background:

The subject arrangement is proposed under the existing agreement for Scientific and Technological Cooperation between the Government of the United States and the Kingdom of Spain.

Both parties desire to continue and advance the scientific and technological collaboration in the study of the health and environmental effects of the accidental release of fissionable materials that occurred in Palomares, Spain in 1966, initiated following the exchange of letters between the U.S. Atomic Energy Commission and the Nuclear Energy Office of Spain on February 25, 1966.

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SOURCE OF FUNDING

Activities undertaken pursuant to the proposed Arrangement will be dependent upon the availability of appropriated funds. The Department of State commits neither funds nor personnel to the implementation of this Arrangement. Any assignment of Executive Branch personnel in Spain under this Arrangement will be governed by NSDD38 procedures.

ENVIRONMENTAL CONSIDERATIONS

Environmental documentation is not required under E.O. 12114 (January 4, 1979).

CONGRESSIONAL CONSULTATIONS

H, OES, and DOE have determined that Congressional consultations are not necessary due to the routine and technical nature of the proposed Arrangement.

INTELLECTUAL PROPERTY RIGHTS

Adequate and effective protection of intellectual property created or furnished by this Arrangement is provided for in Article 8 of the Agreement.

LEGAL AUTHORITY

This is an Implementing Arrangement under the S&T Agreement. Legal authority to negotiate and conclude the subject Arrangement derives from 22 U.S.C. 2656d, which states that the "Secretary of State . . . shall have primary responsibility for coordination and oversight with respect to all major science or science and technology agreements and activities between the United States and foreign countries."

On September 18, 1981, pursuant to Circular 175 procedures, the Under Secretary for Security Assistance, Science and Technology, reconfirmed the authority of OES to approve the negotiation and conclusion of routine science and technology agreements with other governments, subject to the approval of the final texts by the appropriate regional bureau and L.

Legal authority for DOE to undertake activities contemplated by this Arrangement is contained in Sec. 103 (9) and Sec. 107 (a) of the Energy Reorganization Act of 1974 as amended; (42 U.S.C. sections 5813 (9) and 5817 (a)), and Sec. 102 (10) of the Department of Energy Organization Act of 1977; (42 U.S.C. 7112 (10)).

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RECOMMENDATION

That you grant Circular 175 authority for the negotiation and conclusion of the proposed Arrangement subject to the concurrence of L, OES, and EUR, and other bureaus and agencies, as appropriate, to any changes to the proposed text.

Approve: AP

Disapprove: \_\_\_\_\_

Date: 8-13-97

Attachment:

Proposed Arrangement

Drafted: OES/SCP:SRodney/ssr  
4/12/95

Cleared: OES - Ms. Strachan H - Mr. Seevers  
L/T - Ms. Teel EUR/WE - Mr. Whitaker  
FMP - Mr. Greene L/OES - Ms. Levinson  
EB/TDC/IPC - Ms. Payne OES/RPI - Mr. Finver  
DOC/TA - Mr. Maxwell OSTP - Mr. Schweitzer  
USTR - Mr. Deliaque OMB - Mr. Chavez  
DOD/OSIA/PA/IP/P&A - Mr. Stein

**IMPLEMENTING ARRANGEMENT BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF INDUSTRY AND ENERGY  
OF THE KINGDOM OF SPAIN  
ON COOPERATION IN RESEARCH ON RADIOLOGICAL EVALUATIONS**

The Department of Energy of the United States of America and the Ministry of Industry and Energy of the Kingdom of Spain, working through the Center for Energy, Environmental, and Technological Research, an autonomous agency of Spanish Government, hereinafter referred to as the Parties:

Desiring to continue and advance the scientific and technological collaboration in the radiological assessment based on the accidental release of fissionable materials in Palomares, Spain, in 1966, initiated following the exchange of letters between the U.S. Atomic Energy Commission and the Nuclear Energy Office of Spain of February 25, 1966;

Recognizing that the Agreement for Scientific and Technological Cooperation Between the Government of the United States of America and the Kingdom of Spain, signed at Madrid on June 10, 1994, provides for scientific and technological cooperation in such areas as may be mutually agreed;

Noting the benefits to humanity of increased scientific understanding of the radiation effects upon health and the environment;

Hereby agree as follows:

**ARTICLE 1  
SCOPE AND OBJECTIVE**

- A. This Implementing Arrangement is subject to the terms and conditions of the Agreement for Scientific and Technological Cooperation Between the Government of the United States of America and the Kingdom of Spain, signed at Madrid on June 10, 1994, hereinafter referred to as the Umbrella Agreement. In the event of any conflict between the terms and conditions of the Umbrella Agreement and of this Implementing Arrangement, the terms and conditions of the Umbrella Agreement shall govern.
- B. The objective of this Implementing Arrangement is to establish a framework for scientific and technological cooperation by the Parties in radiological studies resulting from the accidental release of fissionable materials that occurred in Palomares, Spain, on January 17, 1966.
- C. Cooperation under this Implementing Arrangement may include assessments and scientific validation of the consequences of the release of fissionable materials on health and the environment.

## **ARTICLE 2 FORMS OF COOPERATION**

Cooperation under this Implementing Arrangement may include:

- A. Exchange of information and data on scientific and technical activities, developments, practices, methods, and results;
- B. Exchange of scientists, engineers, and other specialists for agreed periods of time for participation in experiments, analysis, design, and other research and development activities at research centers, laboratories, engineering offices, and other facilities and enterprises of the Parties or of contractors of the Parties;
- C. Short-term visits by staff or assignment of staff, subject to the prior written agreement on each occasion of the Party receiving such staff;
- D. Organization of, and participation in, seminars, workshops, review panels, and other meetings;
- E. Exchange and provision of samples, materials, instruments, and components for experiments, testing, and evaluation;
- F. Execution of joint studies, projects or experiments, including joint design, construction, and operational activities; and
- G. Other forms of cooperation as mutually agreed by the Parties in writing.

## **ARTICLE 3 MANAGEMENT**

- A. Each Party shall name one Principal Coordinator to supervise activities under this Implementing Arrangement. The Principal Coordinators shall meet to evaluate the status of cooperation as the Parties deem necessary. Meetings shall be held alternately in the United States and in Spain. The evaluation of the status of cooperation shall include review of the achievements, problems, and effectiveness of activities. The Principal Coordinators shall give consideration to future program opportunities and objectives with a view to maximizing the mutual benefits of cooperation.
- B. Subject to the prior approval of the Parties, each Principal Coordinator may designate one Technical Coordinator. The Technical Coordinators shall be responsible for management of programs of cooperation and for establishing and maintaining working contacts at the staff level.



#### **ARTICLE 4 PROJECT ANNEXES**

When the Parties agree to undertake a cooperative activity as described in Article 2(F), the Parties will conclude a Project Annex. Each such Project Annex shall include detailed provisions for carrying out the specific form of cooperative activity and shall cover such matters as technical scope, management, total costs, cost sharing and schedule, as appropriate. Each such Project Annex shall be attached as an annex to this Implementing Arrangement.

#### **ARTICLE 5 ASSIGNMENT OF STAFF**

The following provisions shall apply concerning assignment of staff:

- A. Whenever an assignment of staff is contemplated under this Implementing Arrangement, each Party shall ensure that qualified staff are selected for assignment to the other Party. A Party proposing an assignment of staff shall notify the receiving Party of the name of the persons proposed for the assignment and, upon request of the receiving Party shall provide any relevant information concerning such persons.
- B. Unless otherwise agreed to in writing in a Project Annex, each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff. The Assigning Party shall pay for the travel and living expenses of its staff while on assignment to the receiving Party, unless otherwise agreed by the Parties in writing.
- C. The receiving Party shall assist in arranging for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.
- D. The receiving Party shall provide all necessary assistance to the assigned staff and their families as regards administrative formalities (i.e., travel arrangements).
- E. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the establishment of the receiving Party, unless otherwise agreed in a separate assignment agreement.

## **ARTICLE 6 EXCHANGE OF EQUIPMENT**

The following provisions shall apply concerning exchanges of equipment:

- A. A Party may provide equipment to be utilized in a joint activity as mutually agreed by the Parties in writing. The Party providing the equipment shall supply to the receiving Party, in a timely manner, a detailed list of the equipment to be provided, relevant specifications, and appropriate technical and informational documentation related to the use, maintenance, and repair of the equipment provided.
- B. The receiving Party shall use its best efforts to facilitate entry into and exit from its territory of equipment of the other Party.
- C. The receiving Party shall provide premises for equipment provided, and shall provide utilities such as electric power, water, and gas, as necessary for its efficient operation. The receiving Party normally shall provide materials to be tested, which meet technical requirements as mutually agreed by the Parties. The receiving Party shall bring equipment provided by the other Party into operation at the host establishment only as mutually agreed by the Parties.
- D. A Party sending equipment and spare parts to the other Party for use in joint activities shall retain title to equipment and necessary spare parts, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed by the Parties in writing.

## **ARTICLE 7 AVAILABLE INFORMATION**

- A. The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Parties. The Parties share the objective of providing adequate and effective protection for intellectual property created or furnished in support of this Implementing Arrangement.
- B. Information transmitted by one Party to the other Party under this Implementing Arrangement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

## **ARTICLE 8 INTELLECTUAL PROPERTY**

The provisions for the protection and allocation of intellectual property and the treatment of business-confidential information set forth in Annex I to the Umbrella Agreement shall apply to all activities carried out under this Implementing Arrangement.

## **ARTICLE 9 SECURITY OBLIGATIONS**

- A. No information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Implementing Arrangement. In the event that information or equipment, which is known or believed to require such protection, is identified in the course of cooperative activities undertaken pursuant to this Implementing Arrangement, it shall be brought immediately to the attention of the appropriate officials, and the Parties shall consult to identify and agree upon appropriate security measures for the protection of the information and equipment.
- B. The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer of such information or equipment shall be incorporated into the contracts or project annexes. Export-controlled information shall be marked to identify it as export-controlled and identify any restrictions on further use or transfer.

## **ARTICLE 10 COSTS**

Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement shall be the responsibility of the Party that incurs them.

## **ARTICLE 11 APPLICABLE LAW**

Cooperation under this Implementing Arrangement shall be conducted according to the international obligations, laws and regulations of the Parties, and shall be subject to the availability of appropriated funds.

**ARTICLE 12  
FINAL PROVISIONS**

- A. This Implementing Arrangement will enter into force upon signature and remain in force for ten (10) years, and be automatically renewed for five-year periods. It may be amended by written agreement of the Parties.
- B. The Parties may continue all activities initiated but not completed at the expiration of this Implementing Arrangement until their completion as mutually agreed in writing by the Parties.
- C. Either Party may terminate this Implementing Arrangement at any time upon 6 months advance written notification. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Implementing Arrangement up to the date of termination.

Done at \_\_\_\_\_, this \_\_\_\_\_ day of 19\_\_\_\_, in duplicate, in the English and Spanish languages, both texts being equally authentic.

**FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA**

**FOR THE MINISTRY OF INDUSTRY  
AND ENERGY  
OF THE KINGDOM OF SPAIN**